

**CROSS-BORDER MERGER PLAN**

between

**AWP CONTACT CENTER ITALIA S.R.L.**  
Transferring Entity

and

**AP SOLUTIONS GMBH**  
Receiving Entity

8 April 2024

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## JOINT CROSS-BORDER MERGER PLAN

### BETWEEN THE UNDERSIGNED:

1. **AWP CONTACT CENTER ITALIA S.R.L.**, an Italian limited liability company incorporated under Italian law, with its corporate seat in Milan, Italy, and registered office at Viale Brenta 32, 20132 Milan, Italy, registered with the Commercial Register of Milan, Monza, Brianza, Lodi under number 03667160752, *Repertorio Economico Amministrativo* no. 2026947,

hereinafter referred to as the "**Transferring Entity**",

### AND

2. **AP SOLUTIONS GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under German law, with its corporate seat in Munich, Germany, and with its registered office at Königinstrasse 28, 80802 Munich, Germany, registered with the Commercial Register of the Local Court of Munich under number HRB 177695,

hereinafter referred to as the "**Receiving Entity**".

The Transferring Entity and the Receiving Entity are hereinafter collectively referred to as the "**Parties**" and each separately as a "**Party**".

### PREAMBLE

- (A) The Board of Directors of the Transferring Entity and the Managing Directors of the Receiving Entity intend to merge the Transferring Entity into the Receiving Entity by way of a cross-border merger by absorption (the "**Merger**").
- (B) The Merger is part of an overall operation to regroup the European service companies of the Allianz Partners group, to which the Transferring Entity and the Receiving Entity belong, into a single legal entity based in Germany that would manage local service activities through branches, with the aim of simplifying the Allianz Partners Group's legal organisation.
- (C) In view of the Merger, the Receiving Entity has established a branch (*sede secondaria*) in Italy for corporate law purposes, which will continue the business operated by the Transferring Entity from the effective date of the Merger.
- (D) When the Merger becomes effective, the assets and liabilities of the Transferring Entity will be allocated to the Receiving Entity and, from an Italian and German tax perspective, will be allocated to the Receiving Entity's newly-established permanent establishment in Italy.

- (E) Following the Merger, the transferred business shall be managed by the Receiving Entity through its Italian branch (*sede secondaria*). From an Italian and German tax perspective, following the Merger the Receiving Entity establishes a permanent establishment in Italy through which the Receiving Entity shall carry out, without interruption, all the activities carried out by the Transferring Entity as a self-standing legal entity.
- (F) The Merger is a cross-border merger and is being carried out in accordance with the legal provisions applicable in Italy and the Federal Republic of Germany in implementation of Directive 2019/2121 of the European Parliament and of the Council of 27 November 2019 as consolidated in Directive 2017/1132 of the European Parliament and of the Council of 14 June 2017 on certain aspects of company law.
- (G) In Italy, the Merger is implemented in accordance with the provisions of Article 2501 and following of the Italian civil code in conjunction with Article 17 and following of the Legislative Decree 2023, no. 19 on Cross Border and International Mergers, Demerger and Transformations ("Decree").
- (H) In the Federal Republic of Germany, the Merger is implemented in accordance with the provisions of Part One of Book Six (Sections 305 to 318) of the German Transformation Act ("UmwG").
- (I) Since the Transferring Entity and the Receiving Entity are fully owned by the same sole shareholder (Allianz Partners SAS), the Merger Plan (as defined below) contains all the relevant information provided for by Article 19 of the Decree in conjunction with Article 38, paragraph 1 lett. a) of the Decree.

The Board of Directors of the Transferring Entity and the Managing Directors of the Receiving Entity hereby agree on the following joint merger plan (the "**Merger Plan**").

**THE FOLLOWING IS NOTED:**

1. **MERGING COMPANIES (Section 307 (2) no 1 UmwG, Article 19 lett. a) of the Decree)**
- 1.1. Transferring Entity

The Transferring Entity, AWP Contact Center Italia S.r.l., is an Italian limited liability company incorporated under Italian law, with its corporate seat in Milan, Italy. Its registered office is Viale Brenta 32, 20132 Milan, Italy. The Transferring Entity is registered with the Commercial Register of Milan, Monza, Brianza, Lodi under number 03667160752, *Repertorio Economico Amministrativo* no. 2026947.

All shares in the Transferring Entity are directly held by Allianz Partners SAS which is the sole shareholder of the Transferring Entity. The Transferring Entity has not issued any further financial instruments in addition to the shares in the Transferring Entity.

## 1.2. Receiving Entity

The Receiving Entity, AP Solutions GmbH, is a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under German law with its corporate seat in Munich, Germany. Its registered office is Königinstrasse 28, 80802 Munich, Germany. The Receiving Entity is registered with the Commercial Register of the Local Court of Munich under number HRB 177695.

All shares in the Receiving Entity are directly held by Allianz Partners SAS which is the sole shareholder of the Receiving Entity. The Receiving Entity has not issued any further financial instruments in addition to the shares in the Receiving Entity.

## 2. **TRANSFER OF ASSETS AND LIABILITIES BY WAY OF MERGER BY ABSORPTION**

The Transferring Entity as the transferring entity is merged into the Receiving Entity as the receiving entity by way of a cross-border merger by absorption pursuant to Section 305 (1) UmwG in conjunction with Section 2 no 1 UmwG and Article 17, lett. a), of the Decree. With this Merger, the Transferring Entity transfers all of its assets and liabilities as an entirety with all rights and obligations to the Receiving Entity by dissolution without liquidation. When the Merger takes effect, the entire assets and liabilities (all assets and liabilities) of the Transferring Entity are transferred to the Receiving Entity (Section 20 para. 1 no 1 UmwG).

## 3. **EFFECTIVENESS OF THE MERGER**

- 3.1 The Merger becomes effective pursuant to Section 305 (1) in conjunction with Section 20 (1) no 1 UmwG and Articles 19, paragraph 1, lett. I) and 35, paragraph 3, of the Decree, upon registration in the commercial register of the Local Court of Munich responsible for the Receiving Entity (the "**Completion Date**"). Upon registration of the Merger in the commercial register of the Local Court of Munich responsible for the Receiving Entity, the Transferring Entity shall

cease to exist, its assets and liabilities shall be transferred to the Receiving Entity as an entirety without liquidation and its shares shall be cancelled.

- 3.2 On the Completion Date, the possession of all instruments of ownership, agreements, certificates and other documents, registers, books or records relating to the assets and rights of the Transferring Entity shall be transferred to the Receiving Entity.

**4. NO CONSIDERATION; NO MERGER AUDIT; NO MERGER AUDIT REPORT**

- 4.1 Both the Transferring and the Receiving Entity are direct 100% subsidiaries of Allianz Partners SAS, a French simplified stock corporation (Société par actions simplifiée) incorporated under French law, with its registered seat in Saint-Ouen-sur-Seine, France, and registered office at 7 rue Dora Maar 93400 Saint-Ouen-sur-Seine, France, registered with the Bobigny Trade and Companies Register under number 301 763 116. Accordingly, an increase in the share capital of the Receiving Entity through the issue of new shares is not required for the implementation of the Merger and will not take place (Section 307 (3) no 2 (a) UmwG and Article 38, paragraph 1, lett. a), of the Decree and Article 2505, paragraph 1, of the Italian civil code).
- 4.2 As all shares in the Transferring Entity and the Receiving Entity are held by the same person (Allianz Partners SAS) and no share is issued to the sole shareholder of the Transferring Entity, in accordance with Section 307 (3) no 2 (a) UmwG and Article 38, paragraph 1, lett. a) of the Decree and Article 2505, paragraph 1 of the Italian civil code). This Merger Plan does not include any information on an exchange ratio of shares (Section 307 (2) no 2 UmwG and Article 38, paragraph 1, lett a) of the Decree and Article 2501-ter no. 3 of the Italian civil code), a transfer of new shares in the Receiving Entity (Section 307 (2) no 3 UmwG and Article 38, paragraph 1, lett. a) of the Decree and Article 2501-ter no. 4 of the Italian civil code), profit participation of new shares (Section 307 (2) no 5 UmwG and Article 38, paragraph 1, lett. a) of the Decree which excludes to provide the information pursuant to Article 19, lett. b) of the Decree, and Article 2501-ter, no. 5 of the Italian civil code) or a cash compensation (Section 307 (2) no 13 UmwG and Article 38, paragraph 1, lett. a) of the Decree which excludes to provide the information pursuant to Article 19, lett. m) of the Decree).
- 4.3 As all shares in the Transferring Entity and the Receiving Entity are held by the same person (Allianz Partners SAS), a merger audit and a merger audit report are not required pursuant to Section 8 (3) sentence 3 no 1 (b) and no 2 UmwG in conjunction with Sections 9 (2) and 12 (3)

UmwG in conjunction with Section 311 (2) sentence 1 UmwG, and Article 38, paragraph 1, lett. b) of the Decree.

4.4 The Merger is not subject to Article 2501-*bis* of the Italian civil code (*merger leveraged buyout*).

## 5. DIRECTORS' MERGER REPORT TO SHAREHOLDER AND EMPLOYEES

5.1 As all shares in the Transferring Entity and the Receiving Entity are held by the same person (Allianz Partners SAS), a directors' merger report for the shareholders is not required pursuant to Section 8 (3) sentence 3 no 1 (b) and no 2 UmwG in conjunction with Section 309 (6) sentence 1 UmwG and Article 38, paragraph 1, lett. b), of the Decree.

5.2 A directors' merger report for the employees has been prepared in accordance with Section 309 (1), (2), (3) and (5) UmwG and Article 38, paragraph 1, letter c), of the Decree. The directors' merger report for the employees has been made available to the employees of the Receiving Entity as well as to the employee representatives and the employees of the Transferring Entity together with a draft of this Merger Plan in accordance with Section 310 (1) UmwG and Articles 20 and 23 of the Decree. This report contains, in particular, the information related to the effects of the Merger on the employment at the Transferring Entity and the Receiving Entity.

## 6. MERGER EFFECTIVE DATE; MERGER BALANCE SHEET DATE; VALUATION OF THE TRANSFERRED ASSETS AND LIABILITIES

6.1. The acquisition of the assets of the Transferring Entity by the Receiving Entity shall take place internally, for accounting purposes as between the Parties, with effect from 1 January 2024, 0:00 hours. From this point in time, all actions and transactions of the Transferring Entity shall be deemed to have been carried out for the account of the Receiving Entity (merger effective date within the meaning of Section 307 (2) no 6 UmwG and Article 2501-*ter*, paragraph 1, no. 6 of the Italian civil code).

6.2. The transfer and acquisition date for Italian tax purposes is 1 January 2024, 00:00 hours and for German tax purposes 31 December 2023, 24:00 hours.

6.3. The Merger qualifies as a merger pursuant to – and is therefore subject to the provisions of – article 1 et seq. of the Directive 2009/133/EC dated 19 October 2009 on the common system of taxation applicable to mergers, divisions, partial divisions, transfers of assets and exchanges of shares concerning companies of different Member States and to the transfer of the registered office of an SE or SCE between Member States, sec. 11 et seq. of the German Transformation

Tax Act ("**UmwStG**") and article 178 et seq. of the Italian Tax Act (enacting the provisions of the mentioned Directive 2009/133/EC).

- 6.4. From an Italian and German tax perspective, the Merger will lead to the dissolution without liquidation of the Transferring Entity and the correlative allocation of all its assets and liabilities to the Italian permanent establishment of the Receiving Entity. The Receiving Entity will continue to carry out through the mentioned permanent establishment, without interruption, all the activities carried out by the Transferring Entity.
- 6.5. The Receiving Entity undertakes to (i) replace the Transferring Entity in its entirety with respect of all charges and obligations of the Transferring Entity in order to proceed to the payment of any contributions and taxes, for which the Transferring Entity is liable when the Merger becomes effective, (ii) file any tax return and fulfill any other obligation, on behalf of the Transferring Entity, to which the Transferring Entity is subject when the Merger becomes effective, (iii) to comply with all the legal provisions in force with regard to the tax returns to be filed and to any other tax obligation resulting from the completion of the Merger.
- 6.6. With respect to other Italian tax provisions, the Parties declare that the Merger is not subject to value added tax pursuant to article 2 of the Italian Presidential Decree no. 633 dated 26 October 1972. The Parties declare also that the Merger is subject to lump-sum registration tax pursuant to article 4 of the tariff (1<sup>st</sup> section) attached to the Italian Presidential Decree no. 131 dated 26 April 1986 and – where applicable – to mortgage and cadastral taxes pursuant to, respectively, article 4 of the tariff and article 10 of the Italian Legislative Decree no. 347 dated 31 October 1990.
- 6.7. The date of the financial statements of the Receiving Entity and the Transferring Entity, which will be used to determine the terms of the Merger, is 31 December 2023, Section 307 (2) no 12 UmwG and Article 19, paragraph 1, lett. h), of the Decree.
- 6.8. For the transfer, the assets and liabilities of the Transferring Entity were valued at book value, Section 307 (2) no.11 UmwG and Article 19, paragraph 1, lett. g) of the Decree.
7. **EXPECTED EFFECTS ON EMPLOYMENT AT THE COMPANIES INVOLVED IN THE MERGER (Section 307 (2) no 4 UmwG and Article 19, paragraph 1, letter f), of Legislative Decree 2023 n. 19)**
  - 7.1. Effects on the employees of the Transferring Entity
    - 7.1.1. The Transferring Entity had 180 employees as of 31 March 2024. All of these employees worked for the Transferring Entity in Italy. The Transferring Entity plans to engage overall around 42



seasonal workers (under both fixed-term employment contracts and staff leasing contracts) in Italy for a limited period beginning from April. The number of employees is therefore likely to increase slightly beginning from April. Apart from that, it is expected that the number of employees will not significantly change by the time the Merger becomes effective.

- 7.1.2. In accordance with Article 2112 of the Italian civil code, the Merger of the Transferring Entity shall result in the transfer of all rights and claims of the employees of the Transferring Entity to the Receiving Entity by way of universal succession.
  - 7.1.3. When the Merger takes effect, all employment relationships of the Transferring Entity with all rights and obligations are therefore automatically transferred to the Receiving Entity. Legal and individual contractual provisions as well as other company agreements, commitments, regulations and vested rights shall continue to apply unchanged by the Merger for the transferring employees. This also applies to the place of work.
  - 7.1.4. No staff reduction measures, operational changes, transfers or reorganisations are planned in connection with the Merger.
  - 7.1.5. Any works agreements or collective labor agreements applicable at the Receiving Entity will not apply to the employment relationships of the Transferring Entity's employees after the Merger. The Receiving Entity shall be liable without limitation for all liabilities, including arrears, arising from the transferred employment relationships from the time of the transfer of the business (i.e., the time at which the Merger takes effect) pursuant to Sections 305 (2) sentence 1, 20 (1) no 1 UmwG and Article 2112 of the Italian Civil Code. The Transferring Entity is no longer liable as it ceases to exist pursuant to Sections 305 (2) sentence 1, 20 (1) no 2 UmwG and Article 36 of the Decree.
  - 7.1.6. The national collective bargaining agreement for employees of telecommunication services companies and for employees of the trade sector will continue to apply to the employment relationships in Italy after the Merger. The Receiving Entity shall continue the business of the Transferring Entity with the employees allocated to this business in its branch in Italy.
- 7.2. Effects on the employees of the Receiving Entity
- 7.2.1. The Receiving Entity had 265 employees as of 31 March 2024. It is expected that the number of employees employed in Germany will not significantly change by the time the Merger becomes effective. No works council has been elected at the Receiving Entity for the employees employed at the Receiving Entity. The group works council (*Konzernbetriebsrat*) existing at Allianz SE shall remain to be competent under the provisions of the German Works Constitution Act ("**BetrVG**"). Any group wide works agreements applying at the Receiving Entity continue to

apply after the Merger. The Transferring Entity and the Receiving Entity are no members in a German employers' association. German collective bargaining agreements (*Tarifverträge*) do not apply directly prior the Merger and this will not change due to the Merger.

7.2.2. The Merger has no effect on the employees of the Receiving Entity and their employment relationships. The business operations of the Receiving Entity will continue unchanged after the Merger. No business operations or parts of business operations of the Receiving Entity will be organisationally changed, restricted or transferred in the course of the Merger. The employment relationships of the employees of the Receiving Entity shall continue unchanged; in particular, the legal position of the employees of the Receiving Entity regarding termination of employment shall not be affected by the Merger. Insofar as works agreements, individual contractual agreements and other company agreements, commitments and agreements exist, these shall remain unaffected by the Merger and shall continue to apply unchanged for the employees of the Receiving Entity. No measures are planned in connection with the Merger that could have an impact on the employees of the Receiving Entity.

7.2.3. The Merger also has no effects on the employees of other entities which will transfer to the Receiving Entity as part of cross-border mergers from other jurisdictions which will be implemented in parallel and may become effective prior to or after the Merger. Finally, no staff reduction measures, operational changes, transfers or restructurings are planned in connection with the Merger. However, as the other cross-border mergers may become effective before the Merger, these may have an impact on the number of employees in the Receiving Entity at the time the Merger becomes effective.

7.3. Effects on company pensions and company pension entitlements (Section 307 (2) no 16 UmwG)

7.3.1. Company pensions and entitlements to company pensions of employees employed or formerly employed by the Receiving Entity shall remain unaffected by the Merger.

7.3.2. All obligations from company pensions and entitlements to company pensions of employees employed or formerly employed by the Transferring Entity shall transfer to the Receiving Entity.

8. **NO NEGOTIATION ON A CO-DETERMINATION AGREEMENT (Section 307 (2) no 10 UmwG and Article 19, first paragraph, lett. e) of the Decree)**

The Merger does not require a negotiation procedure on employee co-determination. Neither the Transferring Entity nor the Receiving Entity has a co-determined Supervisory Board or is subject to any co-determination rules. The Receiving Entity employed 265 employees as of 31 March 2024 and is expected to continue to employ approximately 265 employees in Germany following the completion of the transactions, as all employees transferring under this Merger

and other cross-border mergers implemented in parallel into the Receiving Entity are employees at branches outside Germany; the same applies to the employees in the only subsidiary (Neoasistencia Manoteras S.L.) of one of the transferring entities. Therefore, the prerequisites of Section 5 of the German Act on the Co-Determination of Employees in Cross-Border Mergers ("MgVG") are not fulfilled. Consequently, no statement on negotiation procedures pursuant to Section 307 (2) no 10 UmwG and Article 19, first paragraph, lett. e) of the Decree is required.

**9. NO GRANTING OF SPECIAL RIGHTS OR SPECIAL ADVANTAGES TO SHAREHOLDERS, MANAGEMENT AND CONTROLLING BODIES**

9.1. The Receiving Entity grants neither the shareholders of the companies involved in the Merger nor the holders of securities other than shares in the company any rights within the meaning of Section 307 (2) no 7 UmwG or Article 19, paragraph 1, letter c), of the Decree and no measures within the meaning of these provisions are proposed.

9.2. No special benefits within the meaning of Section 307 (2) no 8 UmwG or Article 19, paragraph 1, letter d), of the Decree and Article 2501-ter, paragraph 1, no. 8), of the Italian Civil Code have been or will be granted to any members of the administrative, management, supervisory or controlling bodies of the Transferring Entity or the Receiving Entity.

**10. ARTICLES OF ASSOCIATION OF THE RECEIVING ENTITY**

The founding deed and the articles of association of the Receiving Entity are attached to this Merger Plan as **Annex 10** pursuant to Section 307 (2) no 9 UmwG and Article 2501-ter, paragraph 1, number 2), of the Italian Civil Code and form an integral part of the Merger Plan. The articles of association of the Receiving Entity will not be amended as a consequence of the Merger and will still be the same as attached as **Annex 10** upon completion of the Merger.

**11. COLLATERAL OFFERED TO CREDITORS OF THE TRANSFERRING ENTITY (Section 307 (2) no 14 UmwG and Article 19, paragraph 1, lett. n) of the Decree)**

No collateral/guarantee/commitment was offered to creditors in connection with the Merger.

**12. PUBLIC OR LOCALIZED PUBLIC BENEFITS RECEIVED BY THE TRANSFERRING ENTITY (Article 19, second paragraph of the Decree)**

The Transferring Entity has received during the five years preceding the filing of this Merger Project with the commercial register the public benefits indicated in **Annex 12**.

The Transferring Entity declares that there are no pending proceedings for revocation or forfeiture of benefits initiated, and that no revocation or forfeiture measures have been taken in

the five years preceding the filing of this merger plan with the commercial register and that there are no sums to be repaid, including enforced guarantees and penalties.

**13. PROPOSED INDICATIVE TIMETABLE FOR THE MERGER (Article 19, first paragraph, lett. o) of the Decree)**

An indicative, non-binding timetable for the Merger is attached to the Merger Plan as **Annex 13**. Any deviation from this indicative timetable shall not have any effect on the effectiveness of this Merger Plan and shall not give rise to any rights for either Party.

**14. FINAL PROVISIONS**

- 14.1. Should any provision of this Merger Plan be or become invalid, impracticable or unenforceable, this shall not affect the validity of the remaining provisions. Rather, the Parties hereby undertake to replace the invalid, impracticable or unenforceable provision with a provision that comes as close as legally possible to the economic intent of the Parties in terms of the meaning and purpose of the invalid, impracticable or unenforceable provision. The same applies to any gaps.
- 14.2. Amendments or additions to this Merger Plan require notarization (Section 307 (4) UmwG) and the approval by the shareholders' meeting of the Transferring Entity and the Receiving Entity according to Sections 305 (2) sentence 1, 13 (1) UmwG and Article 24, paragraph 5, of the Decree and Article 2502, second paragraph of the Italian civil code.
- 14.3. The exclusive place of fulfilment and jurisdiction for all claims arising from or in connection with this Merger Plan is – insofar as legally permissible – Munich, Germany. Each of the companies involved in the Merger will also comply with the provisions and formalities of the national law applicable to it.

*[Signature page – Cross-Border Merger Plan on the cross-border merger  
of AWP Contact Center Italia S.r.l. into AP Solutions GmbH]*

Milan, 8 April 2024

Place/Date

**AWP Contact Center Italia S.r.l.**



Name: Marco Gioieni  
(Title: CEO (*Amministratore Delegato*))



Name: Davide Proti  
(Title: Director (*Amministratore*))

*[Signature page – Cross-Border Merger Plan on the cross-border merger  
of AWP Contact Center Italia S.r.l. into AP Solutions GmbH]*

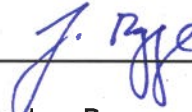
Munich, 8 April 2024

Place/Date

**AP Solutions GmbH**



Name: Laurent Floquet  
(Title: Managing Director)



Name: Lars Rogge  
(Title: Managing Director)

**ANNEX 10**  
**FOUNDING DEED AND ARTICLES OF ASSOCIATION OF THE RECEIVING ENTITY**

**Errichtung einer  
Gesellschaft mit beschränkter Haftung**

Heute, den dreiundzwanzigsten Januar zweitausendneun

- 23.01.2009 -

erschieden vor mir, Dr. Thomas Kilian, Notarassessor, amtlich bestellter Vertreter  
des Notars

Dr. Tilmann Götte, in München,

mit der Geschäftsstelle in 80333 München, Briennerstraße 12/III, im Anwesen  
Königinstraße 28, in 80802 München, wohin ich mich auf Ansuchen begeben habe:

1. Frau Katrin Winterhalder, geb. 19.04.1970,  
geschäftsansässig in München, Königinstraße 28,
2. Herr Werner Hierl, geb. 14.05.1959,  
geschäftsansässig in München, Königinstraße 28,

beide persönlich bekannt, Herr Hierl wies sich zudem durch Personalausweis aus,

hier handelnd für die

Allianz Deutschland AG

mit dem Sitz in München, Amtsgericht München, Registergericht, HRB 158878,

und der Anschrift 80802 München, Königinstraße 28,

als deren gesamtvertretungsberechtigte Prokuristen.



Auf Ansuchen der Erschienenen beurkunde ich ihren Erklärungen gemäß folgendes:

### **I. Vertragsabschluss**

Die Allianz Deutschland AG mit Sitz in München errichtet hiermit eine

**Gesellschaft mit beschränkter Haftung**

und legt die als Anlage zu dieser Urkunde beigeheftete Satzung fest. Die Gesellschaft befindet sich ab heute im Gründungsstadium.

### **II. Stammkapital**

Das Stammkapital der Gesellschaft beträgt EUR 25.000,00.

Es wird übernommen in Höhe von EUR 25.000,00 von der Allianz Deutschland AG, München, und ist sofort in voller Höhe in Geld bei der Gesellschaft einzuzahlen.

### **III. Geschäftsführer**

Zu Geschäftsführern werden bestellt:

1. Herr Dr. Stefan Lütticke, Grasbrunn, geb. 28.12.1968,
2. Herr Dr. Peter Damm, Dachau, geb. 7.6.1961;

sie sind gemäß Satzung vertretungsberechtigt und gemäß § 7 der Satzung von den Beschränkungen des § 181 BGB befreit.

#### IV. Abschriften

Beglaubigte Abschriften von dieser Urkunde erhalten:  
die Gesellschafterin,  
die Gesellschaft,  
das Finanzamt, Kapitalverkehrssteuerstelle  
das Registergericht.

#### V. Hinweise

Der Notarvertreter hat die Beteiligten insbesondere auf den Zeitpunkt und die Voraussetzungen der Entstehung der GmbH und die persönliche Haftung für vorheriges Handeln hingewiesen.

#### VI. Geschäftsräume

Die Geschäftsräume der Gesellschaft befinden sich in 80802 München,  
Königinstraße 28.

Samt Anlage vorgelesen vom Notarvertreter,  
von den Beteiligten genehmigt  
und eigenhändig unterschrieben:

ppa. Hitz

ppa. W. J.



*[Signature]*  
Notarvertreter

# Satzung

## § 1

### Firma und Sitz

1. Die Firma der Gesellschaft lautet:

AZ-Argos 52 Vermögensverwaltungsgesellschaft mbH.

2. Sitz der Gesellschaft ist München.

## § 2

### Gegenstand des Unternehmens

1. Gegenstand des Unternehmens ist die Verwaltung von eigenen und fremden Vermögenswerten.
2. Die Gesellschaft kann sich, auch als Komplementärin, an Unternehmen im In- und Ausland beteiligen und deren Geschäftsführung übernehmen.

## § 3

### Stammkapital

1. Das Stammkapital der Gesellschaft beträgt

25.000,-- Euro

- in Worten: Euro fünfundzwanzigtausend -.

Das Stammkapital ist sofort in voller Höhe in bar einzubezahlen.

2. Vom Stammkapital der Gesellschaft übernimmt die Allianz Deutschland AG mit dem Sitz in München die einzige Stammeinlage in Höhe von 25.000,-- Euro.

## **§ 4**

### **Geschäftsjahr**

**Das Geschäftsjahr ist das Kalenderjahr.**

## **§ 5**

### **Bekanntmachungen**

**Bekanntmachungen der Gesellschaft erfolgen im elektronischen Bundesanzeiger.**

## **§ 6**

### **Einziehung von Geschäftsanteilen**

- 1. Ein Geschäftsanteil kann mit Zustimmung des betroffenen Gesellschafters durch einen mit einfacher Mehrheit der abgegebenen Stimmen gefassten Gesellschafterbeschluss eingezogen werden.**
- 2. Statt der Einziehung kann die Gesellschafterversammlung beschließen, dass der Geschäftsanteil von der Gesellschaft oder von den verbleibenden Gesellschaftern im Verhältnis ihrer Geschäftsanteile zueinander erworben wird.**

## **§ 7**

### **Geschäftsführung und Vertretung**

- 1. Die Gesellschaft hat mindestens zwei Geschäftsführer. Zwei Geschäftsführer oder ein Geschäftsführer gemeinsam mit einem Prokuristen vertreten die Gesellschaft.**
- 2. Die Geschäftsführer sind von den Beschränkungen des § 181 BGB befreit.**
- 3. Der Geschäftsführung obliegt die Bestellung der Prokuristen.**

## **§ 8**

### **Jahresabschluss, Gewinnausschüttung**

- 1. Die Feststellung des Jahresabschlusses und der Beschluss über die Verwendung des Gewinns erfolgen innerhalb der gesetzlichen Fristen.**

2. Die Gesellschafter können jederzeit bis zur Feststellung des Jahresabschlusses nach gewissenhafter Prüfung die Vorabausschüttung des zu erwartenden Jahresgewinnes oder eines Teiles hiervon mit einfacher Mehrheit beschließen. § 30 GmbHG ist zu beachten.

## § 9

### Beschlüsse der Gesellschafter und Gesellschafterversammlung

1. Die Beschlüsse der Gesellschafter werden, soweit gesetzlich zulässig, ohne Abhaltung einer Gesellschafterversammlung gefasst. Die Stimmabgabe ist formlos möglich, soll aber schriftlich erfolgen.

Die Geschäftsführung kann die Gesellschafter auffordern, ihre Abstimmungserklärung binnen einer Woche nach Zugang der Aufforderung zur Abstimmung gegenüber der Geschäftsführung abzugeben. In diesem Fall gilt eine nicht rechtzeitige Stimmabgabe als Nichtteilnahme an der Abstimmung.

2. Gesellschafterversammlungen werden durch die Geschäftsführer einberufen, wenn das Gesetz oder der Gesellschaftervertrag es erfordern oder die Einberufung aus einem sonstigen Grund im Interesse der Gesellschaft erforderlich erscheint. Sie sind außerdem einzuberufen, wenn ein Gesellschafter dies unter Angabe des Zwecks und der Gründe verlangt. Die Einberufung kann auch mündlich oder telefonisch erfolgen. Gesellschafterversammlungen können, soweit gesetzlich zulässig, nach Wahl der Geschäftsführung an jedem Ort im In- und Ausland abgehalten werden.
3. Je 50.-- Euro Nennbetrag eines Geschäftsanteils gewähren eine Stimme.

## § 10

### Schlussbestimmungen

Die im Zusammenhang mit der Errichtung der Gesellschaft anfallenden Kosten bei Notar und Registergericht, einschließlich Veröffentlichungskosten, in einer Höhe bis zu 2.000,-- Euro trägt die Gesellschaft.

ppa. Hitz

ppa. Aist

Hiermit beglaubige ich die Übereinstimmung, der in dieser Datei enthaltenen Bilddaten  
(Abschrift)  
mit dem mir vorliegenden Papierdokument (Urschrift).

München, den 05.02.2009

Dr. Tilman Götte  
Notar

Register of documents no

[Stamp: 0264] G/2009

**Establishment of a  
limited liability company under German law  
(Gesellschaft mit beschränkter Haftung)**

On this twenty-third of January in the year two thousand and nine

- 23 January 2009 -

appeared before me, **Dr Thomas Kilian**, notary candidate, officially appointed deputy to the notary

Dr Tilmann Götte, in Munich,

with his office in 80333 Munich, Brienerstraße 12/III, in the property located at Königinstraße 28, in 80802 Munich, where I went upon request:

1. Katrin Winterhalder, born on 19 April 1970,  
with business address in Munich, Königinstraße 28,
2. Werner Hierl, born on 14 May 1959,  
with business address in Munich, Königinstraße 28,

both personally known, [*handwritten addition*: Mr Hierl additionally identified himself by presenting his national identity card,]

in the following acting on behalf of

Allianz Deutschland AG

with its registered office in Munich, Local Court (*Amtsgericht*) of Munich, registration court, HRB 158878,

and address at 80802 Munich, Königinstraße 28,

as its holders of a general power of attorney (*Prokuristen*) with the power of joint representation.

Upon the request of the persons appearing and in accordance with the declarations made by them I hereby notarize the following:

### **I. Conclusion of agreement**

Allianz Deutschland AG with its registered office in Munich hereby establishes a

limited liability company under German law (*Gesellschaft mit beschränkter Haftung* or "GmbH")

and lays down the articles of association attached as an annex to this deed. As from today, the company is deemed to be in the process of formation.

### **II. Share capital**

The share capital of the company is EUR 25,000.00.

It is subscribed in the amount of EUR 25,000.00 by Allianz Deutschland AG, Munich, and must immediately be paid in money and in full with the company.

### **III. Managing directors**

The individuals named below are appointed as managing directors (*Geschäftsführer*):

1. Dr Stefan Lütticke, Grasbrunn, born on 28 December 1968,
2. Dr Peter Damm, Dachau, born on 7 June 1961;

they are authorized under the articles of association to represent the company and are exempted from the restrictions under Sec. 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) pursuant to § 7 of the articles of association.



#### IV. Copies

Certified copies of this deed will be submitted to:  
the shareholder,  
the company,  
the tax office, department for withholding tax on investment income  
the registration court.

#### V. Notary's advice

The deputy notary advised the involved parties in particular of the time of, and requirements for, the GmbH coming into existence and of their personal liability for any actions taken prior thereto.

#### VI. Business premises

The company's business premises are located at Königinstraße 28 in 80802 Munich.

Read out, including the annex, by the deputy notary,  
approved by the involved parties  
and signed in their own hand:

[in handwriting: p.p. [illegible]]

p.p. [illegible]]

[Round stamp: DR TILMAN GÖTTE  
NOTARY IN MUNICH]

[illegible signature]

[in handwriting: Deputy Notary]

## Articles of Association

### § 1

#### Corporate name and registered office

1. The company's corporate name is:

AZ-Argos 52 Vermögensverwaltungsgesellschaft mbH.

2. The company has its registered office in Munich.

### § 2

#### Corporate object

1. The corporate object of the company is the management of its own and third-party assets.
2. The company may invest in companies in Germany and abroad, also as a general partner, and manage their business.

### § 3

#### Share capital

1. The company's share capital is

EUR 25,000.00

- in words: twenty-five thousand euros -.

The share capital must be fully paid in cash immediately.

2. Allianz Deutschland AG, with its registered office in Munich, undertakes to make the sole (initial) capital contribution in the company's share capital in the amount of EUR 25,000.00.

#### § 4

##### Financial year

The financial year is the calendar year.

#### § 5

##### Publications

Any publications of the company will be made in the electronic Federal Gazette (*elektronischer Bundesanzeiger*).

#### § 6

##### Redemption of shares

1. Shares may be redeemed with the consent of the shareholder concerned by a shareholder resolution adopted by a simple majority of the votes cast.
2. The shareholders' meeting may resolve that, instead of redemption, the share is to be purchased by the company or by the remaining shareholders in proportion to their respective shareholdings.

#### § 7

##### Management and representation

1. The company has two or more managing directors (*Geschäftsführer*). The company is represented either by two managing directors or by one managing director acting jointly with a holder of a general power of attorney (*Prokurist*).
2. The managing directors are exempted from the restrictions under Sec. 181 of the German Civil Code (*Bürgerliches Gesetzbuch*).
3. The management is responsible for appointing the holders of a general power of attorney.

#### § 8

##### Annual financial statements, distribution of profits

1. The annual financial statements will be adopted, and the resolution on the appropriation of profits passed, within the time limits prescribed by law.

2. The shareholders may resolve, at any time prior to the adoption of the annual financial statements after conscientious review, with a simple majority to make advance distributions of the expected annual profit or parts thereof. Sec. 30 of the German Limited Liability Companies Act (*GmbH-Gesetz*) must be observed.

## § 9

### Passing of resolutions by the shareholders and shareholders' meeting

1. To the extent legally permissible, shareholders will pass resolutions without a need to hold a shareholders' meeting. Votes can be cast without any requirements as to form, but should be cast in writing.

The management may demand that the shareholders submit their voting declarations to the management within one week after having received the request to cast a vote. In that event, failure to submit votes in due time will be deemed as non-participation in the voting.

2. Shareholders' meetings are convened by the managing directors if required by law or the articles of association or if convening a meeting appears necessary in the interests of the company for any other reason. They must also be convened whenever a shareholder so requests, stating the purpose of and reasons for the convocation. Meetings may also be convened verbally or by telephone. To the extent permitted by law, shareholders' meetings may be held at any location in Germany or abroad at the election of the management.
3. Every EUR 50.00 of the principal amount of a share grants one vote.

## § 10

### Final provisions

Costs incurred in connection with the establishment of the company at the notary and the registration court, including publication costs, up to an amount of EUR 2,000.00 will be borne by the company.

[in handwriting: p.p. [illegible]]

p.p. [illegible]]

I hereby certify that the image data (copy) contained in this file corresponds to the hard copy presented to me (original).

Munich, 5 February 2009

Dr Tilman Götte  
Notary

UVZ-Nr.

H 3338 / 23

**Bescheinigung gem. § 54 I, 2 GmbHG**

Hiermit wird bescheinigt, dass die geänderten Bestimmungen des umstehenden Gesellschaftsvertrages mit dem Beschluss über die Änderung des Gesellschaftsvertrages, diesamtl. Urkunde vom 08.08.2023, UVZ-Nr. H 3337/23, und die unveränderten Bestimmungen mit dem zuletzt zum Handelsregister eingereichten vollständigen Wortlaut des Gesellschaftsvertrages übereinstimmen.

München, den 08.08.2023



Anton Winkler, VRiOLG a.D,  
als amtlich bestellter Vertreter des  
Notars Sebastian Herrler

## **Satzung**

### **§ 1 Firma, Sitz**

(1) Die Firma der Gesellschaft lautet:

AP Solutions GmbH

(2) Sitz der Gesellschaft ist München.

### **§ 2 Gegenstand der Gesellschaft**

Der Gegenstand der Gesellschaft ist sowohl die Holdingfunktion als auch die eines Service-Unternehmens.

(1) Holding- und Shared-Services-Funktion:

a) Erwerb von Beteiligungen jeglicher Art und Form an Konsortien, Unternehmen oder Gesellschaften, unabhängig von ihrer Rechtsform und ihrem Gesellschaftszweck, insbesondere in den Bereichen Assistance, Reise- und Krankenversicherungen oder Dienstleistungen, sowie die Verwaltung und Veräußerung dieser Beteiligungen;

b) die Erbringung verschiedener Beratungs-, Aufsichts- und sonstiger Dienstleistungen für die Unternehmen der Allianz Partners Gruppe, einschließlich der Erbringung von wichtigen oder kritischen Outsourcing-Dienstleistungen.

(2) Funktion als Servicegesellschaft für Allianz-interne Unternehmen, Drittunternehmen und Verbraucher:

a) die weltweite Organisation und Durchführung von Assistance-Leistungen aller Art, insbesondere Hilfe bei Erkrankungen, Pannen oder sonstigen Notfällen, sowie die Erbringung sonstiger damit zusammenhängender Dienstleistungen und Geschäfte;

b) die Vermittlung, Steuerung und Vergabe von Handwerkerleistungen und artverwandten Diensten auf dem Gebiet der Instandsetzung, Instandhaltung, Modernisierung und Sanierung von Immobilien sowie die Erbringung solcher Dienste durch Dritte;

c) die Vermittlung von Versicherungen sowie von sonstigen Verträgen über Wirtschaftsgüter, Dienstleistungen und Gewerken, insbesondere über Plattformen.

(3) Zur Erreichung ihres Zwecks ist die Gesellschaft befugt,

a) ganz allgemein alle Geschäfte betrieblicher, kommerzieller, finanzieller, vermögensrechtlicher oder sonstiger Art, die direkt oder indirekt mit den vorgenannten Gesellschaftszwecken in Zusammenhang stehen oder zu deren Erfüllung und Entwicklung förderlich sind, vorzunehmen;

b) alle geeigneten und rechtlich möglichen Vertriebs- und Marketinginstrumente zu nutzen;

c) im In- und Ausland Zweigniederlassungen zu errichten, gleichartige und ähnliche Unternehmen zu erwerben und sich an derartigen Unternehmen in jeder gesetzlich zulässigen Form zu beteiligen.

### **§ 3 Stammkapital, Geschäftsanteile**

(1) Das Stammkapital der Gesellschaft beträgt EUR 544.372 (in Worten: EUR fünfhundertvierundvierzigtausend dreihundertzweiundsiebzig).

(2) Das Stammkapital ist eingeteilt in 544.372 Geschäftsanteile im Nennwert von je EUR 1,00.

### **§ 4 Dauer der Gesellschaft, Geschäftsjahr**

(1) Die Gesellschaft ist für unbestimmte Zeit errichtet.

(2) Das Geschäftsjahr ist das Kalenderjahr.

### **§ 5 Organe der Gesellschaft**

Organe der Gesellschaft sind: die Geschäftsführung (§ 6) und die Gesellschafterversammlung (§ 7).

### **§ 6 Geschäftsführung und Vertretung**

(1) Die Gesellschaft hat einen oder mehrere Geschäftsführer. Die Anzahl der Geschäftsführer wird durch die Gesellschafterversammlung bestimmt. Die Gesellschafterversammlung kann einen Vorsitzenden der Geschäftsführung bestimmen. Ist nur ein Geschäftsführer vorhanden, so vertritt dieser die Gesellschaft stets allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei Geschäftsführer gemeinsam oder durch einen Geschäftsführer zusammen mit einem Prokuristen vertreten. Vorstehende Regelung gilt auch für die Liquidatoren.

(2) Die Geschäftsführer werden durch Gesellschafterbeschluss bestellt und abberufen.

(3) Bei Abschluss, Änderung oder Beendigung von Dienstverträgen wird die Gesellschaft durch die Gesellschafterversammlung vertreten.

(4) Die Gesellschafterversammlung erlässt eine Geschäftsordnung für die Geschäftsführung. In der Geschäftsordnung kann unter anderem geregelt werden, welche Arten von Geschäften nur mit vorheriger Zustimmung durch die Gesellschafterversammlung vorgenommen werden dürfen.



## **§ 7 Gesellschafterversammlungen und Gesellschafterbeschlüsse**

(1) Gesellschafterbeschlüsse werden in Gesellschafterversammlungen, die auch im Wege einer Telefon- oder Videokonferenz abgehalten werden können, oder außerhalb von Gesellschafterversammlungen - sofern sich alle Gesellschafter daran beteiligen - durch schriftliche, fernmündliche oder durch elektronische Medien übermittelte Stimmabgaben gefasst. Die Einberufung ist formlos möglich und kann insbesondere auch mündlich oder telefonisch erfolgen.

(2) Gesellschafterbeschlüsse werden, soweit nicht kraft Gesetzes oder aufgrund dieser Satzung eine andere Mehrheit erforderlich ist, mit einfacher Mehrheit der Stimmen gefasst.

(3) Je 1 Euro Nennbetrag eines Geschäftsanteils gewähren eine Stimme.

(4) Die Gesellschafterversammlung ist beschlussfähig, wenn die Mehrheit des Stammkapitals der Gesellschaft anwesend oder vertreten ist.

(5) Ein Gesellschafter kann sich bei Verhinderung durch in Textform erteilter Vollmacht vertreten lassen.

(6) Die Gesellschafterversammlungen werden durch die Geschäftsführung einberufen, wenn das Gesetz oder die Satzung es erfordern oder die Einberufung aus einem sonstigen Grund im Interesse der Gesellschaft erforderlich erscheint, wobei jeder Geschäftsführer allein einberufungsberechtigt ist. Sie sind außerdem einzuberufen, wenn ein Gesellschafter dies unter Angabe des Zwecks und der Gründe verlangt. Die Einberufung kann auch mündlich oder telefonisch oder mittels elektronischer Medien erfolgen. Gesellschafterversammlungen können nach Wahl der Geschäftsführung an jedem Ort im In- und Ausland abgehalten werden.

(7) Formlos gefasste Gesellschafterbeschlüsse werden mittels einer Niederschrift dokumentiert, welche den Tag und die Form der Beschlussfassung, den Inhalt des Beschlusses und die Stimmabgaben anzugeben hat. Sie ist von den Gesellschaftern zu unterschreiben. Außerhalb von Gesellschafterversammlungen gefasste Beschlüsse sind schriftlich zu fassen. Niederschriften sowie außerhalb von Gesellschafterversammlungen gefasste Beschlüsse sind mindestens mit einer nicht qualifizierten elektronischen Signatur (z.B. DocuSign, Namirial) zu unterzeichnen. Sofern Gesellschafterbeschlüsse notariell gefasst werden, gelten diese Formvorschriften nicht.

## **§ 8 Jahresabschluss**

(1) Die Geschäftsführung hat den Jahresabschluss (Bilanz, Gewinn- und Verlustrechnung, Anhang) und, sofern gesetzlich vorgeschrieben, den Lagebericht innerhalb der gesetzlich vorgeschriebenen Frist aufzustellen und unverzüglich nach der Aufstellung der Gesellschafterversammlung zum Zwecke der Feststellung des Jahresabschlusses vorzulegen. Werden Jahresabschluss und ein etwaig zu erstellender Lagebericht durch einen Abschlussprüfer geprüft, so haben die Geschäftsführer die genannten Unterlagen

zusammenmit dem Prüfungsbericht des Abschlussprüfers unverzüglich nach Eingang des Prüfberichtes der Gesellschafterversammlung vorzulegen.

(2) Die Gesellschafterversammlung beschließt jährlich innerhalb der gesetzlich vorgeschriebenen Frist insbesondere über die Feststellung des Jahresabschlusses und die Verwendung des Ergebnisses.

### **§ 9 Bekanntmachungen**

Bekanntmachungen der Gesellschaft erfolgen nur im Bundesanzeiger.

### **§ 10 Salvatorische Klausel**

Falls einzelne Bestimmungen dieser Satzung ganz oder teilweise unwirksam sein oder werden sollten, bleibt die Wirksamkeit dieses Vertrages im Übrigen unberührt. Entsprechendes gilt für die Undurchführbarkeit von einzelnen Bestimmungen. Anstelle der unwirksamen oder undurchführbaren Bestimmung oder des unwirksamen oder undurchführbaren Teils der Bestimmung wird die Gesellschafterversammlung wirksame bzw. durchführbare Bestimmungen vereinbaren, die dem Sinn und Zweck und insbesondere dem wirtschaftlichen Gehalt der zu ersetzenden Bestimmungen entsprechen.

### **§ 11 Schlussbestimmungen**

Die im Zusammenhang mit der Errichtung der Gesellschaft angefallenen Kosten bei Notar und Registergericht, einschließlich Veröffentlichungskosten, in einer Höhe bis zu 2.000,- EUR hat die Gesellschaft getragen.

Hiermit beglaubige ich die Übereinstimmung der in dieser Datei enthaltenen Bilddaten (Abschrift)  
mit dem mir vorliegenden Papierdokument (Urschrift).

München, den 08.08.2023

VRiOLG a.D. Anton Elmar Maria Winkler, Notarvertreter/in

**Convenience Translation**

**Register of documents no [stamp: H 3338 / 23]**

**Certificate pursuant to Sec. 54 (1) sentence 2 of the German Limited Liability  
Companies Act (GmbH-Gesetz)**

I hereby certify that the amended provisions in the below articles of association correspond to the resolution to amend the articles of association, deed of this notary's office dated 8 August 2023, register of documents no H 3337/23, and that the unamended provisions correspond to the last complete text of the articles of association which was submitted to the Commercial Register.

Munich, 8 August 2023

[Round stamp:  
SEBASTIAN HERRLER  
NOTARY IN MUNICH]

notary Sebastian Herrler

[illegible signature]  
Anton Winkler, retired presiding judge at  
the Higher Regional Court  
(VRiOLG a.D.),  
as the officially appointed deputy of the

## **Articles of Association**

### **§ 1 Corporate name, registered office**

(1) The company's corporate name is:

AP Solutions GmbH

(2) The company has its registered office in Munich.

### **§ 2 Corporate object of the company**

The corporate object of the company is both to act in a holding function and as a service company.

(1) Holding function and shared services function:

a) acquiring participations of any kind and form in consortia, enterprises or companies, irrespective of their legal form and corporate purpose, in particular in the fields of assistance, travel and health insurance policies or services, as well as managing and selling these participations;

b) providing various advisory, supervisory and other services to the companies of the Allianz Partners Group, including providing important or critical outsourcing services.

(2) Function as a service company for Allianz-internal companies, third-party companies and consumers:

a) organizing and implementing assistance services of all kinds worldwide, in particular assistance in the event of illness, breakdowns or other emergencies, as well as engaging in other related services and transactions;

b) brokering, controlling and awarding craftsman services and similar services in the field of repair, maintenance, modernization and renovation of real estate, as well as the provision of such services by third parties;

c) brokering insurance and other contracts for assets, services and trades, in particular via platforms.

(3) In order to achieve its purpose, the company is authorized

a) to generally undertake all transactions of an operational, commercial or financial nature or under property law or of any other nature that are directly or indirectly related to the aforementioned corporate purposes or are conducive to their fulfilment and development;

b) to make use of all suitable and legally permissible sales and marketing instruments;

c) to establish branches in Germany and abroad, to acquire similar and comparable companies and to acquire participations in such companies in any form permitted by law.

### **§ 3 Share capital, shares**

(1) The company's share capital is EUR 544,372 (in words: five hundred and forty-four thousand three hundred and seventy-two euros).

(2) The share capital is divided into 544,372 shares, each with a nominal amount of EUR 1.00.

### **§ 4 Duration of the company, financial year**

(1) The company has been established for an indefinite period.

(2) The financial year is the calendar year.

### **§ 5 Corporate bodies of the company**

The corporate bodies of the company are: the management board (§ 6) and the shareholders' meeting (§ 7).

### **§ 6 Management and representation**

(1) The company has one or more managing directors (*Geschäftsführer*). The number of managing directors is determined by the shareholders' meeting. The shareholders' meeting may name a chairman of the management board. If only one managing director is appointed, that managing director always represents the company alone. If more than one managing director is appointed, the company will be represented by two managing directors acting jointly or by one managing director acting jointly with a holder of a general power of attorney (*Prokurist*). The above provision also applies to liquidators.

(2) The managing directors are appointed and removed by shareholders' resolutions.

(3) When service contracts are entered into, amended or terminated, the company is represented by the shareholders' meeting.

(4) The shareholders' meeting will issue rules of procedure for the management board. The rules of procedure may set out, *inter alia*, the kind of transactions that may be entered into only with the prior consent of the shareholders' meeting.

## **§ 7 Shareholders' meetings and shareholders' resolutions**

- (1) Shareholders' resolutions will be passed at shareholders' meetings, which can also be held by way of a telephone or video conference, or outside of shareholders' meetings – provided that all shareholders participate – by votes cast in writing, by telephone or by electronic media. Meetings can be convened without any special form requirements and may in particular be convened verbally or by telephone.
- (2) Shareholders' resolutions will be adopted with a simple majority of the votes cast unless a greater majority is required by law or these articles of association.
- (3) Every EUR 1 of the principal amount of a share grants one vote.
- (4) The shareholders' meeting has a quorum if shareholders are present or represented at the meeting who hold the majority of the company's share capital.
- (5) Shareholders unable to attend the meeting can have themselves represented by proxy authorization in text form.
- (6) Shareholders' meetings are convened by the management if required by law or the articles of association or if convening a meeting appears necessary in the interests of the company for any other reason, with every managing director being individually authorized to convene a meeting. They must also be convened whenever a shareholder so requests, stating the purpose of and reasons for the convocation. Meetings may also be convened verbally or by telephone or electronic media. At the election of the management, shareholders' meetings may be held at any location in Germany or abroad.
- (7) Resolutions passed without any special form requirements will be documented for the record; in such minutes the day and form of the passing of the resolution, its content and the votes cast must be specified. They must be signed by the shareholders. Resolutions passed outside of a shareholders' meeting must be passed in writing. Any minutes and any resolutions passed outside of a shareholders' meeting must be signed using at least a non-qualified electronic signature (e.g. DocuSign or Namirial). These form requirements do not apply to notarized resolutions.

## **§ 8 Annual financial statements**

- (1) The management must prepare the annual financial statements (balance sheet, income statement, notes) and, if required by law, the management report within the legally prescribed period and submit them to the shareholders' meeting immediately after preparation for the purpose of adoption. Where the annual financial statements and the management report (where such report needs to be prepared) are audited by an auditor, the managing directors will submit these documents together with the auditor's report to the shareholders' meeting without undue delay after receipt of the auditor's audit report.

(2) The shareholders' meeting will pass a resolution each year within the period defined by law, in particular, on the adoption of the annual financial statements and the appropriation of any profits or losses.

#### **§ 9 Publications**

Publications of the Company will be made exclusively in the Federal Gazette (*Bundesanzeiger*).

#### **§ 10 Severability**

If any provisions of these articles of association are or become invalid in whole or in part, this will not affect the validity of the remaining provisions hereof.

The same applies where individual provisions are impracticable. To replace an invalid or impracticable provision or an invalid or impracticable part of a provision, the shareholders' meeting will agree on valid or practicable provisions, respectively, that reflect the intent and purpose and, in particular, the economic substance of the provision that is to be replaced.

#### **§ 11 Final provisions**

The costs incurred in connection with the establishment of the company at the notary and the registration court, including publication costs, up to an amount of EUR 2,000.00 were borne by the company.



I hereby certify that the image data contained in this file (copy) corresponds to the paper document (original) presented to me.

Munich, 8 August 2023

Retired presiding judge at the Higher Regional Court (VRiOLG a.D.) Anton Elmar Maria Winkler, deputy notary

**ANNEX 12**

**PUBLIC OR LOCALIZED PUBLIC BENEFITS RECEIVED BY THE TRANSFERRING ENTITY**

<b><u>DESCRIPTION EXEMPTION/REBATE AND/OR CONTRIBUTION RECEIVED</u></b>	<b><u>YEAR OF ISSUE</u></b>	<b><u>AMOUNT</u></b>	<b><u>PROVIDERS</u></b>	<b><u>notes</u></b>
Contribution exemptions for permanent hires Legge 205/2017	2019	35,291.99 €	Inps	
Contribution exemptions for permanent hires Legge 205/2017	2020	41,564.59 €	Inps	
Contribution exemptions for permanent hires Legge 205/2017	2021	31,104.26 €	Inps	
Employee skills development project	2021 advance payment	67,133.18 €	FONDO NUOVE COMPETENZE	
Training Sal. and Sic. Year 2021	2022	11,892.67 €	FONDIMPRESA	
Contribution exemptions for permanent hires Legge 205/2017	2022	4,287.90 €	Inps	
Employee skills development project	2023 settlement	19,985.74 €	FONDO NUOVE COMPETENZE	
Training Sal. and Sic. Year 2021	2024	7,750.00 €	FONDIMPRESA	yet to be disbursed

**ANNEX 13**  
**INDICATIVE TIMETABLE**

The indicative, non-binding timetable for the Merger in the view of the Parties – as follows:

- |        |  |                                 |
|--------|--|---------------------------------|
| (i)    | Drafting of the Merger Plan and merger report to employees   | February-April 2024             |
| (ii)   | Signing of the Merger Plan (written form)  | April 8, 2024                   |
| (iii)  | Making available electronically the Merger Plan (written form) and merger report to employee representatives and employees | Mid of April 2024               |
| (iv)   | Certain publications and information obligations (in particular vis-à-vis commercial registers)                            | Mid of April 2024               |
| (v)    | Italian Creditor opposition period   | Mid of April – Mid of July 2024 |
| (vi)   | Notarization of the Merger Plan  | End of May 2024                 |
| (vii)  | Shareholders' resolutions of each Party approving the Merger Plan and the Transaction                                      | End of May 2024                 |
| (viii) | Applications to Munich commercial register   | Beginning of June 2024          |
| (ix)   | Execution of the Merger Deed in Italy  | Mid of July 2024                |
| (x)    | Submission of Merger Certificate to Munich commercial register by the Italian Notary                                       | Mid of July 2024                |
| (xi)   | Registration with Munich commercial register   | August 2024                     |
| (xii)  | Filing of Merger Deed with Italian commercial register and registration with Italian commercial register                   | August 2024                     |
| (xiii) | Notification of Completion Date to Italian commercial register by German commercial register                               | August 2024                     |
| (xiv)  | Registration of Completion Date by Italian commercial register   | September 2024                  |